

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE**

**LESLIE SCOTT, TAL BECKER,
individually and on behalf of others
similarly situated,**

Plaintiffs,

v.

RVSHARE LLC

Defendant.

Case No. 3:21-cv-00401

Judge William L. Campbell, Jr.

Magistrate Judge Alistar Newbern

**DECLARATION OF THOMAS KLENOTIC IN SUPPORT OF
DEFENDANT RVSHARE LLC'S MOTION TO STAY PROCEEDINGS
AND COMPEL INDIVIDUAL ARBITRATION**

Thomas Klenotic hereby declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am over the age of eighteen and am competent to make this declaration.
2. I am the Vice President of Finance at RVshare LLC ("RVshare") and have held this position since April 2016. I submit this declaration in support of RVshare's Motion to Stay Proceedings and Compel Individual Arbitration.
3. In my role as RVshare's Vice President of Finance, I oversee RVshare's back-office operations, including the finance, accounting, and human resources departments.
4. The facts set forth in this declaration are based on my personal knowledge as an officer and Vice President of Finance at RVshare and on my review of business records and documents kept in the ordinary course of RVshare's business. All of the attachments to this declaration are business records kept in the ordinary course of RVshare's business.

5. RVshare operates a peer-to-peer recreational vehicle (“RV”) rental marketplace that helps facilitate the renting of RVs between owners and renters.

6. RVshare’s website allows owners to list their RVs for rental use, and renters use RVshare’s website to submit reservation requests directly to owners.

7. Renters cannot rent RVs through RVshare’s online platform without first agreeing to RVshare’s Terms of Service.

8. The “Begin your booking” page on RVshare’s website contains the following language: “By clicking ‘Agree & Continue’, you are agreeing to the RVshare Terms of Service.” This language is directly adjacent to the yellow “AGREE & CONTINUE” button, and the phrase “Terms of Service” is hyperlinked, appearing in blue, bolded font. RVshare’s Terms of Service can be accessed by clicking on this hyperlink.

9. Renters must click on the “AGREE & CONTINUE” button indicating their acceptance to RVshare’s Terms of Service in order to proceed in the RV booking process.

10. The screenshot attached hereto as **Exhibit A** is a true and accurate depiction of the “Begin your booking” screen on RVshare.com.

11. To confirm and pay for their RV booking on RVshare.com, renters must again confirm their agreement to RVshare’s Terms of Service.

12. The “Confirm & Pay” page on RVshare’s website contains the following language immediately above a yellow button titled “Confirm & Pay”: “By clicking on ‘Confirm & Pay’, you agree...to the RVshare Terms of Service.” The phrase “RVshare Terms of Service” is hyperlinked, appearing in blue font. RVshare’s Terms of Service can be accessed by clicking on this hyperlink.

13. Renters must click “Confirm & Pay” indicating their acceptance to RVshare’s Terms of Service in order to complete the booking process.

14. The screenshot attached hereto as **Exhibit B** is a true and accurate depiction of the “Confirm & Pay” screen on RVshare.com.

15. The screenshot attached hereto as **Exhibit C** is a true and accurate depiction of one of RVshare’s records reflecting the date and time each Plaintiff accepted RVshare’s Terms of Service, accepted their rental terms, and completed the booking process to rent RVs through RVshare.com. The times reflected in Exhibit C are reported in UTC time.

16. Plaintiff Leslie Scott (“Scott”) rented an RV through RVshare for the period of June 17, 2020 to June 27, 2020. RVshare’s records indicate that Scott accepted RVshare’s Terms of Service, accepted the RV rental terms, and completed the booking process on June 11, 2020. *See* Ex. C. At that time, the booking screens and process were as described in the foregoing paragraphs 7-14 and as depicted in Exhibits A and B.

17. Attached hereto as **Exhibit D** is a true and accurate copy of the reservation details for Scott’s booking, with personal identifying information redacted, and the RV rental terms she accepted on June 11, 2020. The RV rental terms incorporated RVshare’s Terms of Service and directed Scott to “read this RV Rental Agreement & Optional Insurance Terms (along with the RVshare.com Terms of Service, the “Terms”) carefully before consummating the rental of the RV.”

18. The billing address Scott provided in connection with her June 2020 RV rental through RVshare.com was a Tennessee address.

19. The Terms of Service that Scott accepted in order to book a rental RV through RVshare were the Terms of Service in effect as of June 9, 2020. A true and accurate copy of RVshare's June 9, 2020 Terms of Service is attached hereto as **Exhibit E**.

20. RVshare's June 9, 2020 Terms of Service include an arbitration agreement and class action waiver. *See* Exhibit E, § 23.

21. Plaintiff Tal Becker ("Becker") rented an RV through RVshare for the period of October 30, 2020 to November 1, 2020. RVshare's records indicate that Becker accepted RVshare's Terms of Service, accepted the RV rental terms, and completed the booking process on October 13, 2020. *See* Ex. C. At that time, the booking screens and process were as described in the foregoing paragraphs 7-14 and as depicted in Exhibits A and B.

22. Attached hereto as **Exhibit F** is a true and accurate copy of the reservation details for Becker's booking, with personal identifying information redacted, and the RV rental terms she accepted on October 13, 2020. The RV rental terms incorporated RVshare's Terms of Service and directed Becker to "read this RV Rental Agreement & Optional Insurance Terms (along with the RVshare.com Terms of Service, the "Terms") carefully before consummating the rental of the RV."

23. The billing address that Becker provided in connection with her October 2020 RV rental through RVshare.com was a Florida address.

24. The Terms of Service that Becker accepted in order to book a rental RV through RVshare were the Terms of Service in effect as of September 18, 2020. A true and accurate copy of RVshare's September 18, 2020 Terms of Service is attached hereto as **Exhibit G**.

25. RVshare's September 18, 2020 Terms of Service include an arbitration agreement and class action waiver. *See* Exhibit G, § 23.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 12th day of July, 2021

A handwritten signature in black ink, appearing to read "Tom Klenotic", with a stylized flourish at the end.

—
Thomas Klenotic

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE**

**LESLIE SCOTT, TAL BECKER,
individually and on behalf of others
similarly situated,**

Plaintiffs,

v.

RVSHARE LLC

Defendant.

Case No. 3:21-cv-00401

Judge William L. Campbell, Jr.

Magistrate Judge Alistar Newbern_____

CERTIFICATE OF SERVICE FOR DECLARATION OF THOMAS KLENOTIC

I hereby certify that on the 12th day of July, 2021, a true and exact copy of the foregoing Declaration of Thomas Klenotic was electronically filed with the Clerk's office using the CM/ECF system, which sent a notification to all parties registered with the Court's electronic filing system, including the following:

James C. Bradshaw III
Wyatt, Tarrant & Combs, LLP
333 Commerce St., Suite 1050
Nashville, TN 37201
(615) 244-0020
jbradshaw@wyattfirm.com

Cam F. Justice
Adam D. Breit
Justice Law
8551 W. Sunrise Blvd., Suite 300
Plantation, FL 33322
(954) 515-5656
justicepleadings@justiceinjurylawyer.com
abreit@justiceinjurylawyer.com

Counsel for Plaintiffs

/s/ Michael G. Abelow
Michael G. Abelow (No. 26710)